

## Sample Maintenance and Repair Statement of Work with Biobased Language

This is a sample Statement of Work that incorporates language on the purchasing of biobased products. The Statement of Work is provided for informational purposes. It may be revised to reflect additional or unique tasks peculiar services for Carpentry and Masonry – floors, tiles, carpet, baseboards, walls, ceilings, trim, doors, stairs, shades, cabinets, shutters, molding, roofing, gutters, sidewalks, patios, windows, screens, and signs.

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### Background

Congress passed a law to encourage the purchase of biobased products: the Farm Security and Rural Investment Act, Section 9002. Federal agencies must purchase biobased products and will establish agency preferential biobased procurement programs. Benefits of biobased products are: enhance the nation's energy security by substituting domestically produced biobased products for fossil fuel based products derived from imported oil and natural gas; improve demands for biobased products to increase demand for agricultural commodities, which are the feedstock of biobased products; spur the development of value added agricultural processing and manufacturing in rural communities, which would create new jobs and income in rural regions; and establish an healthier environment for users.

### 1.0 Scope of Work

1.1 Unless otherwise specified herein, the contractor shall provide all supplies, personnel, equipment, tools, materials, supervision, and other items or services necessary for the maintenance and repair of buildings and structures and related systems and equipment as defined in this scope.

1.2. Maintenance and repair services shall include but not be limited to the following: Carpentry and Masonry – floors, tiles, carpet, baseboards, walls, ceilings, trim, doors, stairs, shades, cabinets, shutters, molding, roofing, gutters, sidewalks, patios, windows, screens, and signs.

1. Painting – touch-up painting.
2. Plumbing – water heaters, sinks toilets, urinals, faucets, showers, and drinking fountains.
3. Electrical – service connections, panels, outlets, switches, circuits, lighting fixtures, face plates, receptacles, light bulbs, lamps, and appliances.
4. Heating, Ventilation and Air Conditioning – heating equipment, air conditioning equipment, refrigeration equipment, blowers, compressors, motors, dampers, condensers, cooling coils, pumps, duct work, air filters, heating units, and air conditioning units.

1.3 All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards and, to the extent feasible and reasonable, include the exclusive use of biobased products. All supplies, materials, and equipment to be used in the performance of work described herein are subject to the approval of the COTR.

1.4 The contractor must submit to the COTR a list indicating the name of the manufacturer, the brand name, and the intended use of each of the materials, proposed for use in the performance of its work.

1.5 The contractor shall not use any materials, chemicals, or compounds which the COTR determines would be unsuitable for the intended purpose or harmful to the surfaces to which applied.

1.6 The contractor shall utilize products and material made from biobased materials (e.g., biobased floor stripper, biobased carpet, biobased insulation) to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user.

1.7 For the biobased content products evaluation, all products proposed for use under this contract must conform to the Department of Agriculture (USDA) Designated Biobased Products List (DBPL) whenever practicable. Contractors should provide data for their biobased solvents and cleaners to document biobased content, and source of biobased material (i.e. particular crop or livestock). Any material which the COTR suspects does not meet Federal specifications or standards shall be tested at the Contractor's expense by an independent testing laboratory qualified to perform such tests as are required. A copy of the laboratory report giving the results of the test and a sample of each product, if requested, shall be submitted to the COTR. These products shall meet the requirements established by applicable Federal specifications and standards or be considered unacceptable for use.

1.8 The following is a list of products USDA requires for maintenance and repair purposes. Each product submitted must be identified with one of these categories. It is desirable that vendors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications. Labeling should be printed on all containers.

Urethane Roof Coatings	Water Tank Coatings
Insulation	Paint Stripper
Bio-fluid Filled Transformers	Floor Finish
Carpet	Floor Finish Restorer
All Purpose Cleaners	Composite Panels
Extraction Fluid	Penetrating Lubricants
Floor Stripper	Insulating Foams
Glass Cleaners	Sealers (wood, concrete)
Metal Working Fluids	Sorbents
Grease and Graffiti Removers	Adhesive and Mastic Removers
Stain Removers	Greases
Carpet Shampoo	Hydraulic Fluids
Degreasers	Wood Floor Cleaner
Penetrates and Lubricants	Solvent Spotter

The offered products must meet the required consistencies as stated in the USDA Final Rule. Products which do not meet the mandatory specifications or for which the appropriate information has not been submitted will be disqualified from further consideration.

1.9 The contractor shall perform service call work, recurring work, and preventive maintenance.

1.10 The contractor shall receive all service call requests directly from building occupants and other authorized Government representatives. Calls shall be classified by the contractor as emergency, urgent, or routine. The contractor shall respond accordingly for emergency and urgent calls. A log shall be maintained of all service calls received; a description of the problem or requested work, date and time received facility/building name and number, and caller's name/telephone number shall be recorded for each call. The contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements with regard to established time limits and quality standards. Verbal scheduling and status reports shall be provided when requested by the COTR.

1.11 Emergency service calls will be classified as emergency at the discretion of the COTR. Generally, emergency calls consist of correcting failures that constitute an immediate danger to personnel; threaten to damage property, or threaten to disrupt activity operations. Urgent service calls will be classified as urgent at the discretion of the COTR. Generally, urgent calls consist of providing services or correcting failures

which do not immediately threaten personnel, property, or activity missions, but will soon inconvenience and/or affect the health or well being of personnel, and lead to property damage. Routine service calls will be classified as routine when the work does not qualify as an emergency or urgent call.

1.12 The contractor shall have procedures for receiving and responding to emergency services within the specified response time seven days a week, including weekends and holidays and provide on-call response within 30 minutes for weekends, holidays, and after normal duty hours for emergency service calls. This work shall be continuous 24 hours a day, 7 days a week until completed, unless approved by the COTR. The contractor must be on the job site and working within 60 minutes after receipt of an emergency service call. The contractor shall work without interruption and shall correct, remedy, or take other action as required to contain the emergency service call before departing the job site.

1.13 The Contractor shall have procedures for receiving and responding to urgent service calls within one hour after receipt of an urgent service call received during regular working hours, and within 2 hours for urgent calls received after regular working hours, on weekends, or holidays.

1.14 All routine service calls shall be completed within 2 working days after receipt. Routine calls shall be normally accomplished during regular working hours, Monday through Friday.

1.15 Recurring work includes preventive maintenance (PM) and start-up/shutdown of systems. The contractor shall maintain sufficient parts, materials, and equipment on hand to perform all recurring work as specified. Preventive maintenance consists primarily of inspection, lubrication, calibration, adjustment, and minor part and component replacement (e.g., filter, belts, fluids, oil, and grease) as required to minimize malfunction, breakdown, and deterioration of equipment; and the identification of and/or performance of any repairs required to ensure the equipment is operating per manufacturer's standards. The contractor shall complete all identified repairs and provide all necessary services, parts, and materials as part of the PM.

1.16 The Contractor shall submit a detailed PM schedule to the COTR for approval at least 15 calendar days prior to the start date of the contract. The schedule shall cover the entire term of the contract and include for each system/piece of equipment and PM listed herein, the facility/building number, the work to be performed (e.g., semiannual PM), and the week of the month the PM will be performed.

1.17 The contractor shall arrange work so as not to cause interference with normal occurrence of Government business. In those cases where some interference is unavoidable, the Contractor must make every effort to minimize the impact of the interference and its effects.

1.18 Other contractors may be engaged in work in support of the facilities/buildings. The Contractor for this contract shall coordinate and cooperate with all other Contractors to avoid conflicts in work schedules and performance. In the event of conflicts that cannot be satisfactorily resolved, the matter shall be referred to the Contracting Officer for a decision.

1.19 The contractor shall furnish in writing to the COTR the names of all contractor personnel not later than (NLT) the contract pre-performance conference. The COTR shall immediately be notified in writing whenever changes are made.

1.20 The contractor shall comply with Federal drug-free workplace and work force requirements IAW the Federal Acquisition Regulations.

1.21 The contractor personnel shall present a neat appearance and be easily recognized. Waivers or exceptions for office personnel must be accepted by the COTR.

1.22 Some classifications of work may require special protective clothing; coveralls, aprons, masks, face shields, reflective vests, back supports, gloves, and steel-toed safety shoes/boots IAW the regulations covering the job descriptions. The contractor shall be responsible for identifying those job classifications requiring protection equipment IAW OSHA standards.

1.23 The contractor shall insure that employees have the following current and valid professional certifications before operating Government vehicles. Vehicle Operations drivers must be commercially licensed by the appropriate State to operate vehicles used in the performance of this contract on federal, state, and local highway systems. Vehicle Maintenance technicians must possess a current USDA Motor Vehicle Operator Identification Card for the type vehicle/equipment that shall be operated prior to operating vehicles. All contractor employees operating Government vehicles must maintain a current commercial driver's license for the type vehicle being operated. Hazardous material endorsement shall be required by drivers to operate vehicles carrying hazardous material on and off base. Government vehicles shall not be utilized by contractor personnel to acquire commercial drivers' license or for any type of training. This licensing requirement is the responsibility of the contractor and shall be done at no cost to the Government.

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## **2.0 Required Submittals and Reports**

2.1 The Contractor shall maintain management, operation, and maintenance records and prepare management, operation, and maintenance reports. Within thirty (30) days of contract award, the Contractor shall establish a separate history file for each facility/building. Each file shall contain a listing of all equipment by nomenclature and manufacturer's model number, as well as all manufacturer's literature, brochures, and pamphlets; maintenance, operator, and parts list manuals; warranty information; a copy

of all completed Service Call Work Forms; Preventive Maintenance inspection checklists and forms; and any other information relevant to work performed during the term of the contract. Facility/building files shall be made available for review when requested by the COTR, and turned over to the Contracting Officer within five calendar days after contract completion.

2.2 The Contractor shall develop a Maintenance and Repair Plan that will be reviewed and updated annually, and as required by the Contracting Officer. The Plan must contain and define the following elements:

2.2.1 The Contractor's written policy stating its commitment to the use of biobased products, employee health and safety, and sound environmental management practices.

2.2.2 Proposed biobased vehicle maintenance products which must be selected in accordance with the criteria included in this Solicitation. At a minimum, the Plan must identify products by brand name for each of the above product types.

NOTE: Contractors may propose more than one product within a product category and/or propose a product or products addressing more than one product category.

2.2.3 The product attributes for the proposed product brands in each of the above categories must be summarized. Once this list of products has been approved by the Contracting Officer, the Contractor is responsible for using only those approved products. If for some reason the product is found later to be ineffective, or the Contractor would otherwise like to propose an alternative product, either the Contractor or Contracting Officer may propose for consideration an "equal" product. The Contracting Officer is the final decision-maker for such substitutions and must approve each in writing;

2.2.4 Product Guides which define standard operating procedures for instructing staff in the proper use, storage, and disposal of biobased products; proper maintenance of equipment; and other procedures/instructions to accomplish work under this contract;

2.2.5 The contractor shall define proper procedures for the storage of hazardous materials in conformance with good housekeeping practices, the National Fire Prevention Association (NFPA) Code, and applicable federal and municipal regulations. The Plan also must define proper procedures for the identification and disposal of hazardous wastes in accordance with Federal RCRA regulations and the District of Columbia Municipal Regulations (DCMR), Title 20, Subpart E. prior to use with personnel.

2.2.6 The Contractor must implement a comprehensive Affirmative Procurement Program for the purchasing of biobased, products and products made with recovered materials to the maximum extent possible. The Contractor shall detail

how it intends to keep abreast of the development and increasing availability of biobased products and how any new or improved products will be incorporated on an ongoing basis into contract performance. The Contract will also indicate how, at a minimum, it will conform to the Comprehensive Procurement Guidelines (CPG) published by EPA with respect to recovered material products. The Contractor must update its Program to accommodate all revisions.

2.2.7 The contractor shall provide data on the quantity and dollar values of biobased products and recycled content products used in this contract. The data will be submitted to the COTR monthly.

2.2.8 The contractor shall maintain strict control of all documents. This includes logs and registers required by the Department of Agriculture.

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### **3.0 Product Demonstration, Employee Training and Technical Assistance**

USDA believes that a demonstration of how to use the products, free samples, an effective training program for the products selected, and technical assistance are central to the selection and eventual success of purchasing and using biobased products.

3.1 USDA will look for vendors who will 1) demonstrate their products and leave free samples and 2) when selected, offer effective training to all of our maintenance and repair staff and be available with technical assistance to trouble shoot problems.

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### **4.0 Quality Control Program**

4.1 The contractor shall institute and maintain a complete quality-control program to ensure that the requirements of this contract are provided, as specified. The overall goal of the program should be to identify and correct any problems that may exist before they are identified by or reported to the COTR and/or the building-management staff. As a minimum, the program shall include:

4.1.1 An inspection system covering all the services required with a comprehensive checklist to be used to inspect contract performance during scheduled and unscheduled inspections, and the name(s) of the individuals who will be performing the inspections.

4.1.2 A system for identifying and correcting deficiencies and/or a pattern of deficiencies in the quality or quantity of services provided before the level of performance becomes unacceptable and/or Government inspectors point out the deficiencies.

4.1.3 A file of all inspections conducted by the Contractor and corrective actions taken. This should include follow-up inspections to ensure that corrective action was appropriate, complete, and timely. This documentation shall be organized in a logical manner, kept current, and made available to the COTR and the Contracting Officer during the term of the contract.

4.2. Not later than 30 days prior to contract start date, the contractor shall establish procedures to ensure on call personnel shall report for duty within 60 minutes of notification. The contractor shall furnish the USDA personnel an on call contact listing. This listing shall be updated to ensure personnel are available continuously throughout the contract period.

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## **5.0 QUALITY ASSURANCE.**

5.1 The Government shall evaluate the contractor's performance under this contract. All surveillance observations shall be recorded by the Government. When an observation indicates defective performance, the COTR shall request the contractor's representative initial the observation.

5.2 Government verification inspections of services shall not constitute acceptance, nor replace the contractor inspection or in any way relieve the contractor of any responsibility to take all actions necessary to assure highest quality of service rendered.

5.3 The contractor may be required to meet at least weekly with the COTR during the first month of the contract. Meetings shall be as often as necessary thereafter as determined by the COTR.

5.4. The contractor shall maintain a current listing of employees. The list shall include employee's name, social security number, and level of security clearance. The list shall be validated and signed by the Contractor and provided to the COTR. Updated listings shall be provided when an employee's status or information changes.

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## **6.0. OPERATING HOURS.**

6.1 Operating hours shall meet mission requirements.



6.2. Maintenance normal hours of operation shall be continuously from 0630 to 1530 hours daily, Monday through Friday

6.3. Recognized Holidays. Except for work categorized as emergency, the contractor is not required to provide all services on the federal holidays

NOTE: Any of the above holidays falling on a Saturday or Sunday shall be observed on the date designated by the Federal Government.

6.4 Upon notification by the COTR, the contractor shall provide services to support weekend/holiday training schedule.

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## **7.0 SAFETY AND ACCIDENT PREVENTION:**

7.1. The contractor shall formulate and submit, within 30 days after the conditional contract award date, a written safety and health plan for acceptance by the Government. The written plan shall include the details of the contractor's safety organization, responsibilities, method of program implementation, and how hazards and deficiencies shall be identified and corrected. It shall detail employee's responsibilities for: protection of Government property and safety of others, employee's responsibilities for reporting all mishaps, and establish procedures for reporting or correcting unsafe conditions, hazards, or practices. The plan shall also contain mishap notification and reporting procedures. The contractor shall have a central POC for safety and health related issues. The POC shall be identified in writing to the COTR.

7.2. The contractor shall ensure employees have safety education when engaged in activities involving Government facilities, personnel, or equipment.

7.3 The contractor shall immediately notify USDA safety personnel of all accidents/incidents involving employee use of and/or damage/injury to facilities, equipment, or personnel.

7.4 The contractor shall require their personnel to wear safety shoes/boots IAW OSHA standards.

7.5 The contractor shall provide all required personal protection equipment, e.g. respirators, hearing protection, eye protection, gloves, steel-toed boots, aprons, masks, face shields, reflective vests, etc. IAW OSHA standards.

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## **8.0. ENVIRONMENTAL REQUIREMENTS.**

8.1 The contractor shall comply with all federal, state, and local environmental laws, and USDA policies and regulations to include but not limited to Resource Conservation and Recovery Act (RCRA), Safe Water Drinking Act (SWDA), the Clean Air Act (CAA), and Federal Facilities Compliance Act (FFCA).

8.2 The use, handling, storage, and disposal of all toxic, hazardous, special or radiological wastes/materials shall be IAW all local, state, federal, and USDA environmental regulations and procedures. Personnel shall be trained by the Government on proper procedures to include spill response and clean up.

8.3 The contractor shall provide a complete environmental plan to assure compliance with all environmental statutes and regulations. One copy of the plan shall be provided to the COTR at the pre-performance conference and as changes occur.

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## **9.0 GOVERNMENT OBSERVATIONS.**

9.1 The COTR shall be responsible for continuous observations of the contractor's performance under this contract. All observations of incomplete or defective performance, or safety and health standards violated shall be recorded. Written notices issued by the CO shall require the contractor to reply, in writing, to the CO within five workdays after receipt, explaining reasons for the existing conditions, the corrective action, and procedures taken to prevent recurrence.

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